

# **PHA Plans**

## **Streamlined Annual Version**

**U.S. Department of Housing and  
Urban Development**  
Office of Public and Indian  
Housing

OMB No. 2577-0226  
(exp. 05/31/2006)

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief for certain types of PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

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# **Streamlined Annual PHA Plan**

## **for Fiscal Year: 2007**

### **PHA Name: Housing Authority County of Morris**

**NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue.**

## Streamlined Annual PHA Plan Agency Identification

**PHA Name:** Housing Authority County of Morris

**PHA Number:** NJ092

**PHA Fiscal Year Beginning:** 01/2007

### PHA Programs Administered:

☒ **Public Housing and Section 8**

Number of public housing units:

Number of S8 units:

☐ **Section 8 Only**

Number of S8 units:

☐ **Public Housing Only**

Number of public housing units:

☐ **PHA Consortia:** (check box if submitting a joint PHA Plan and complete table)

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

### PHA Plan Contact Information:

Name: Roberta L. Strater

TDD:

Phone: (973) 540-0389

Email (if available): mcha@morriscountyha.org

### Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting:  
(select all that apply)

☒ PHA's main administrative office ☐ PHA's development management offices

### Display Locations For PHA Plans and Supporting Documents

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection. ☒ Yes ☐ No.

If yes, select all that apply:

☒ Main administrative office of the PHA

☐ PHA development management offices

☐ Main administrative office of the local, county or State government

☐ Public library ☐ PHA website ☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

☒ Main business office of the PHA ☐ PHA development management offices

☐ Other (list below)

## **Streamlined Annual PHA Plan**

**Fiscal Year 2007**

[24 CFR Part 903.12(c)]

### **Table of Contents**

[24 CFR 903.7(r)]

Provide a table of contents for the Plan, including applicable additional requirements, and a list of supporting documents available for public inspection.

#### **A. PHA PLAN COMPONENTS**

- ☐ 1. Site-Based Waiting List Policies  
**903.7(b)(2) Policies on Eligibility, Selection, and Admissions**
- ☒ 2. Capital Improvement Needs  
**903.7(g) Statement of Capital Improvements Needed**
- ☒ 3. Section 8(y) Homeownership  
**903.7(k)(1)(i) Statement of Homeownership Programs**
- ☐ 4. Project-Based Voucher Programs
- ☐ 5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.
- ☒ 6. Supporting Documents Available for Review
- ☒ 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
- ☒ 8. Capital Fund Program 5-Year Action Plan

#### **B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE**

**Form HUD-50076, PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Streamlined Annual Plan** identifying policies or programs the PHA has revised since submission of its last Annual Plan, and including Civil Rights certifications and assurances the changed policies were presented to the Resident Advisory Board for review and comment, approved by the PHA governing board, and made available for review and inspection at the PHA's principal office;

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:

**Form HUD-50070, Certification for a Drug-Free Workplace:**

**Form HUD-50071, Certification of Payments to Influence Federal Transactions;** and

**Form SF-LLL & SF-LLLa, Disclosure of Lobbying Activities.**

# **1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies)**

[24 CFR Part 903.12(c), 903.7(b)(2)]

Exemptions: Section 8 only PHAs are not required to complete this component.

## **A. Site-Based Waiting Lists-Previous Year**

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to B.

<b>Site-Based Waiting Lists</b>				
<b>Development Information:</b> (Name, number, location)	<b>Date Initiated</b>	<b>Initial mix of Racial, Ethnic or Disability Demographics</b>	<b>Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL</b>	<b>Percent change between initial and current mix of Racial, Ethnic, or Disability demographics</b>

2. What is the number of site based waiting list developments to which families may apply at one time?
3. How many unit offers may an applicant turn down before being removed from the site-based waiting list?
4. ☐ Yes ☐ No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

## **B. Site-Based Waiting Lists – Coming Year**

If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to next component.

1. How many site-based waiting lists will the PHA operate in the coming year?
2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?

- If yes, how many lists?
3. ☐ Yes ☐ No: May families be on more than one list simultaneously  
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- ☐ PHA main administrative office
  - ☐ All PHA development management offices
  - ☐ Management offices at developments with site-based waiting lists
  - ☐ At the development to which they would like to apply
  - ☐ Other (list below)

## **2. Capital Improvement Needs**

[24 CFR Part 903.12 (c), 903.7 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

### **A. Capital Fund Program**

1. ☒ Yes ☐ No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.
2. ☒ Yes ☐ No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

### **B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)**

Applicability: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

1. ☐ Yes ☒ No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).
2. Status of HOPE VI revitalization grant(s):

HOPE VI Revitalization Grant Status	
a. Development Name:	
b. Development Number:	
c. Status of Grant:	
	<input type="checkbox"/> Revitalization Plan under development
	<input type="checkbox"/> Revitalization Plan submitted, pending approval
	<input type="checkbox"/> Revitalization Plan approved
	<input type="checkbox"/> Activities pursuant to an approved Revitalization Plan underway

3. ☐ Yes ☐ No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?  
If yes, list development name(s) below:

4. ☐ Yes ☐ No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:

5. ☐ Yes ☐ No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

### **3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program** (if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

1. ☒ Yes ☐ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to the next component; if "yes", complete each program description below (copy and complete questions for each program identified.)

2. Program Description:

a. Size of Program

☒ Yes ☐ No: Will the PHA limit the number of families participating in the Section 8 homeownership option?

If the answer to the question above was yes, what is the maximum number of participants this fiscal year? 5

b. PHA-established eligibility criteria

☒ Yes ☐ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria:

- c. What actions will the PHA undertake to implement the program this year (list)?
- A. Continue to enroll perspective clients in the homeownership-counseling program provided by Housing Partnership for Morris County.
  - B. Work in collaboration with the Morris County Affordable Housing Corporation.
  - C. Strengthen the partnership with Morris Habitat for Humanity.

3. Capacity of the PHA to Administer a Section 8 Homeownership Program:

The PHA has demonstrated its capacity to administer the program by (select all that apply):

- ☐ Establishing a minimum homeowner downpayment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family's resources.
- ☒ Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.
- ☐ Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below):
- ☐ Demonstrating that it has other relevant experience (list experience below):

#### **4. Use of the Project-Based Voucher Program**

##### **Intent to Use Project-Based Assistance**

☐ Yes ☒ No: Does the PHA plan to "project-base" any tenant-based Section 8 vouchers in the coming year? If the answer is "no," go to the next component. If yes, answer the following questions.

1. ☐ Yes ☐ No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply:
- ☐ low utilization rate for vouchers due to lack of suitable rental units
  - ☐ access to neighborhoods outside of high poverty areas
  - ☐ other (describe below):
2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

#### **5. PHA Statement of Consistency with the Consolidated Plan**

[24 CFR Part 903.15]

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: **County of Morris**
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- ☐ The PHA has based its statement of needs of families on its waiting lists on the needs expressed in the Consolidated Plan/s.
- ☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- ☐ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- ☐ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
- ☐ Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)



## 6. Supporting Documents Available for Review for Streamlined Annual PHA Plans

PHAs are to indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;</i>	5 Year and Annual Plans
x	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
x	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard Annual Plans
x	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
x	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
x	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
x	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
x	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
x	Public housing rent determination policies, including the method for setting public housing flat rents. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
x	Schedule of flat rents offered at each public housing development. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
x	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
x	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
x	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary) <b>NOT NECESSARY</b>	Annual Plan: Operations and Maintenance and Community Service & Self-

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
		Sufficiency
x	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types <input type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
x	Public housing grievance procedures <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
x	Section 8 informal review and hearing procedures. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
x	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
x	Policies governing any Section 8 Homeownership program (Chapter 20 of the Section 8 Administrative Plan)	Annual Plan: Homeownership
	Public Housing Community Service Policy/Programs <input type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
x	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
x	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
x	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
x	Other supporting documents (optional) Public Housing Lease Agreement (list individually; use as many lines as necessary)	Annual Plan: Public Housing
	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

## 7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Housing Authority County of Morris			<b>Grant Type and Number</b> Capital Fund Program Grant No: NJ39P09250107 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> 2007
<input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:    )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	10,000			
4	1410 Administration	8,000			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	22,000			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	310,000			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service	\$40,924			
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	<b>390,924</b>			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				

## **7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

## Annual Statement/Performance and Evaluation Report

### Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

## Part II: Supporting Pages

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[illegible]

## 7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Housing Authority County of Morris		<b>Grant Type and Number</b> Capital Fund Program Grant No: NJ39P09250106 Replacement Housing Factor Grant No:			<b>Federal FY of Grant: 2006</b>
<input type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no: )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$21,000			
3	1408 Management Improvements	\$14,000			
4	1410 Administration	\$12,000			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$20,000			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$283,000			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service	\$40,924			
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	<b>\$390,924</b>			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part II: Supporting Pages</b>								
PHA Name: Housing Authority County of Morris			<b>Grant Type and Number</b> Capital Fund Program Grant No: NJ39P09250106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Ha Wide	General Operations	1406		\$21,000				
HA Wide	Management Improvements	1408		\$14,000				
92-01, 92-02, 92-05	Administration	1410		\$12,000				
92-01, 92-02	Fees and Costs	1430		\$20,000				
92-01, 92-92, 92-05	Dwelling Structures	1460		\$283,000				
	Debt Service	1501		\$40,924				
	<b>TOTAL</b>			\$390,924				

[illegible]



## 7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name: Housing Authority County of Morris			Grant Type and Number Capital Fund Program Grant No: NJ3909250105 Replacement Housing Factor Grant No:		Federal FY of Grant: 2005
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration	\$5,000	\$5,000	\$3,000	\$0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$20,000	\$20,000	\$0	\$0
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$350,000	\$309,076	\$0	\$0
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service	\$0	\$40,924	\$0	\$0
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	<b>\$375,000</b>	<b>\$375,000</b>	<b>\$3,000</b>	<b>\$0</b>
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				

## **7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

## Annual Statement/Performance and Evaluation Report

### Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

## Part II: Supporting Pages

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## 7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name: Housing Authority County of Morris			Grant Type and Number Capital Fund Program Grant No: NJ3909250104 Replacement Housing Factor Grant No:		Federal FY of Grant: <b>2004</b>
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    )					
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 03/31/06 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration	\$5,000	\$5,000	\$5,000	\$2,384.81
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$20,000	\$28,000	\$28,000	\$22,510.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$350,197	\$342,197	\$342,197	\$15,023.50
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	<b>\$375,197</b>	<b>\$375,197</b>	<b>\$375,197</b>	<b>\$39,918.31</b>
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages</b>								
PHA Name: Housing Authority County of Morris			<b>Grant Type and Number</b> Capital Fund Program Grant No: NJ39P09250104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
92-01	Administration	1410		\$5,000	\$5,000	\$5,000	\$2,384.81	
92-01	Fees and Costs	1430		\$20,000	\$28,000	\$28,000	\$22,510	
92-01	Bathroom renovations	1460		\$350,197	\$342,197	\$342,197	\$15,023.50	
	TOTAL			\$375,197	\$375,197	\$375,197	\$39,918.31	

[illegible]

## Capital Fund Program Five-Year Action Plan

### Part I: Summary

PHA Name Housing Authority Town of Dover				<input type="checkbox"/> Original 5-Year Plan <input checked="" type="checkbox"/> Revision No: 1	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2  FFY Grant: 2008 PHA FY: 12/31/08	Work Statement for Year 3  FFY Grant: 2009 PHA FY: 12/31/09	Work Statement for Year 4  FFY Grant: 2010 PHA FY: 12/31/10	Work Statement for Year 5  FFY Grant: 2011 PHA FY: 12/31/11
	Annual Statement				
NJ092		\$390,924	\$340,924	\$340,924	\$390,924
CFP Funds Listed for 5-year planning					
Replacement Housing Factor Funds					

## Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year : <u>  2  </u> FFY Grant: 2008 PHA FY: 12/31/08			Activities for Year: <u>  3  </u> FFY Grant: 2009 PHA FY: 12/31/09		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement						
	92-01	Common area air conditioning	\$300,000	92-01 & 92-05	Interior Renovations & furniture	300,000
	HA Wide Activities	General Operations	\$9,000	HA Wide Activities	General Operations	\$10,000
	HA Wide Activities	Management Improvements	\$10,000	HA Wide Activities	Management Improvements	\$10,000
	92-01	A/E Services	\$21,000	92-01 & 92-05	A/E Services	\$20,000
	92-01	Admin, Advertisement & Legal	\$10,000	92-01 & 92-05	Admin, Advertisement & Legal	\$10,000
		Debt Service	\$40,924		Debt Service	\$40,924
Total CFP Estimated Cost			\$390,924			\$390,924



**Capital Fund Program Five-Year Action Plan**  
**Part II: Supporting Pages—Work Activities**

Activities for Year : <u>  4  </u> FFY Grant: 2010 PHA FY: 12/31/10			Activities for Year: <u>  5  </u> FFY Grant: 2011 PHA FY: 12/31/11		
<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
92-05	Replace siding	\$250,000	92-01	Replace siding	\$300,000
	<b>General Operations</b>	\$9,000		<b>General Operations</b>	\$9,000
	<b>Management Improvements</b>	\$10,000		<b>Management Improvements</b>	\$10,000
	A/E Services	\$21,000		A/E Services	\$21,000
	Admin, Advertisement & Legal	\$10,000		Admin, Advertisement & Legal	\$10,000
	Debt Service	\$40,924		Debt Service	\$40,924
Total CFP Estimated Cost		\$340,924			\$390,924

## **ATTACHMENT A**

The new public housing lease with changes to #4c – Attorney Fees and Costs; #30e, #30f and #30g-Attachments and #33- Window Guards.

## **ATTACHMENT B**

Revision to Admission & Continued Occupancy Policy with changes to Chapter 2 – “Eligibility for Admission”- Section G.  
“Screening for Suitability” change is made to clarify Applicant Denial for Credit.

## **ATTACHMENT C**

Authority added the Reasonable Accommodation Policy and Procedures to the Housing Authority policies. The Housing Authority is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operation of the Authority's programs, services and activities.

HOUSING AUTHORITY OF THE COUNTY OF MORRIS

PROJECT \_\_\_\_\_

**Description of the parties and premises:** This Agreement executed on the \_\_\_\_\_ of \_\_\_\_\_ (his/her) family consisting of the occupants referred to as the Tenant, listed below, and the Housing Authority of the County of Morris referred to as the Landlord of the property commonly known as \_\_\_\_\_ located in the County of Morris, State of New Jersey in the Township of \_\_\_\_\_.

<u>Name</u>	<u>Age</u>	<u>Sex</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. **Length of time (Term):** The initial term of this Agreement shall be a period of 12 months, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. After the initial term ends, the Agreement will continue for successive terms of one year each unless automatically terminated as permitted by Paragraph 23 of the Agreement or unless terminated for non-compliance with the provisions of Paragraph 23.

3. **Rent Payment:** The Tenant agrees to pay \$\_\_\_\_\_ for the partial month ending \_\_\_\_\_. After that Tenant agrees to pay a rent of \$\_\_\_\_\_ per month. The rent will remain in effect unless adjusted in accordance with the provisions of Paragraph 16.

4. **Additional charges:**
- a. **Late Payments** - If the Tenant does not pay the full amount of the rent shown in Paragraph 3 by the end of the 5th business day of the month, the Landlord may collect a late fee equal to \$1.00 for each day up to the fifth (5th) business day of the month, plus \$1.00 for each additional day the rent remains unpaid past the sixth (6th) business day of the month during the month it is due. This provision does not create a “grace period”. Charges for penalties due to late payments shall be due and payable on the date stated in the notice of adverse action but not sooner than fourteen days after delivery of said notice.
  - b. **Return checks** - The Landlord may collect a fee of \$20.00 any time a check is not honored for payment (bounces).
  - c. **Attorneys fees and Costs** - Tenant shall pay to the Landlord a charge of \$375.00 to partially defray the cost of legal services incurred in instituting an eviction suit against the Tenant for non-payment of rent or for any other legal cause except that no fee shall be paid by Tenant if the Court finds that the Landlord is unsuccessful in proving its case for eviction on grounds other than non-payment of rent, or in the case of non-payment of rent, the Court finds that the rent has been paid in full prior to institution of such suit.

d. Removal and Disposal of Personal Property - Tenants shall be obligated to remove or make arrangements for the prompt removal of all personal property from the unit at the time of termination of tenancy. In the event that said personal property is not removed immediately after the termination of the tenancy, the Landlord will not be responsible for any loss due to Tenant’s failure to remove said property and the Tenant agrees to permit the Landlord to remove, store and dispose such property in a manner prescribed by law and to apply the cost of said removal, storage and disposal against the security deposit of the Tenant.

e. The charges discussed in this Paragraph 4 are in addition to the regular monthly rent payable by the Tenant.

5. Condition of Dwelling Unit:

a. Pre-Occupancy Inspection - Before a Tenant moves in, the Landlord and Tenant (or his representative), must inspect the unit, the premises and the equipment provided. The Landlord and Tenant shall sign a Unit Inspection Report which is attachment number 2 to this Agreement. The Tenant shall retain a copy of this report and a copy shall be filed in the Tenant’s folder as maintained by the Landlord. By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition and that all appliances and equipment in the unit are in good working order, except as described on the said Unit Inspection Report. The Tenant also agrees that the Landlord has made no promise to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

b. Pre-Termination Inspection - The Landlord shall inspect the unit at the time the Tenant vacates and shall furnish the Tenant with a statement of any charges to be made in accordance with Paragraph 7 of this Agreement. The Landlord shall notify the Tenant of the inspection, and the Tenant (or the Tenant’s representative) may join in such inspection unless the Tenant vacates without notice to the Authority.

6. Utilities and Appliances: The Landlord shall provide the utilities listed in the column (1) below for the dwelling unit without any additional charge to the Tenant. The cost of these utilities is included in the rent. The utilities listed in column (2) below are not included in the rent, and are paid by the Tenant to the appropriate utility company.

Type of Utility	Column 1 Put x by utility included in rent	Column 2 Put x by Tenant paid utility
Water	_____	_____
Heating Type (specify type) _____	_____ _____	_____ _____
Lights, electric	_____	_____
Cooking (specify type) _____	_____ _____	_____ _____
Other (specify) _____	_____	_____
Hotwater _____	_____	_____
_____	_____	_____
_____	_____	_____

The Landlord will supply running water and reasonable amounts of hot water. A reasonable amount of heat will be provided at appropriate times of the year in accordance with local and state law. The range for the dwelling unit shall be provided by the Landlord.

7. Security Deposits: The Tenant has deposited \$\_\_\_\_\_ with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the

unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with following condition and procedures. The security deposit shall be one month total Tenant payment or \$50.00 which ever is greater, but in no event greater than a sum equal to one month's total tenant payment as calculated by the US Dept. of Housing and Urban Development.

a. The Tenant will be eligible for a refund of the security deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by Paragraph 22 unless the Tenant was unable to give the notice for reasons beyond his/her control.

b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will advise the Tenant of his right to participate in the inspection.

c. The Landlord will refund to the Tenant the amount of security deposit plus interest, less any amount needed to pay the cost of:

- (1) Unpaid rent;
- (2) Damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
- (3) Charges for late payment of rent as described in Paragraph 4(a);
- (4) Charges for returned checks as described in Paragraph 4(b);
- (5) Charges for attorney fees and Court costs as described in Paragraph 4(c);
- (6) Charges for removal, storage and disposal of personal property as described in Paragraph 4(d);
- (7) Charges for unreturned keys, as described in Paragraph 8; and
- (8) Charges for excess utility consumption as described in Paragraph 13.

d. The Landlord agrees to refund the amount computed in Paragraph 7c within 30 days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.

e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the total refund to any Tenant identified in Paragraph 1 of this Agreement and be relieved of liability as to all tenants.

f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by this Tenant in accordance with Paragraph 10.

8. **Keys and Locks:** The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$2.00 for each key not returned.

9. **Maintenance:**

a. The Landlord agrees to:

- (1) maintain the premises and keep the project in decent, safe and sanitary condition;
- (2) regularly clean all common areas of the project;
- (3) maintain the common areas and facilities in a safe condition;

- (4) arrange for collection and removal of trash and garbage from centralized location;
- (5) maintain all equipment and appliances supplied by the Landlord, including elevators (where applicable), in a safe and working order;
- (6) make necessary repairs with reasonable promptness;
- (7) maintain exterior lighting in good working order;
- (8) provide extermination services, as necessary;
- (9) maintain grounds and shrubs, and
- (10) To comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.

b. The Tenant agrees to:

- (1) keep the unit including all exterior areas adjacent to said unit (and such other areas as may be assigned to the Tenant) in a clean and safe condition;
- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the project;
- (4) refrain from, and to cause the household and guests to refrain from, destroying, defacing, damaging, or removing any part of the unit, common areas, or project grounds;
- (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
- (6) remove garbage and other waste from the unit in a clean and safe manner.

10. **Damages:** Whenever damage to the unit or project is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay reasonable charges for repairs. Charges for maintenance and repairs beyond normal wear and tear shall be due and payable on the date stated in the notice of adverse action but not sooner than fourteen days after delivery of said notice.

11. **Restrictions and Alterations:** The Tenant agrees not to do any of the following without first obtaining the Landlord's written permission:

- a. change or remove any part of the appliances, fixtures or equipment in the unit;
- b. paint or install wallpaper or contact paper in the unit;
- c. attach awnings or window guards in the unit;
- d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the project grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the unit;
- f. install washing machines, dryers, fans, heaters or air conditioners in the unit, or
- g. place any aerials, antennas or other electrical connections on the unit.

12. **Rent Abatement for Hazardous Defects:** In the event of defects reported by Tenant which are hazardous to life, health, security or safety, the Landlord shall repair same within a reasonable period of time not to exceed seventy-two (72) hours. In circumstances where necessary repairs cannot be made within a reasonable time the Landlord shall offer standard alternative accommodations, if available, to Tenant. In the event that repairs are not made in accordance with this section, then Tenant's rent shall abate in proportion to the seriousness of damage and loss in value of the dwelling, during the entire period of the existence of such defect



while Tenant is residing in the unrepaired dwelling unit or common areas. Rent shall not abate if the Tenant rejects reasonable alternative temporary accommodation. If the damage was caused by the Tenant, the Tenant's household or guest, the reasonable cost of repairs will be charged to the Tenant and no abatement of rent shall be made.

13. **Excess Utilities Consumption:** The House Rules, which is attachment number 3 to this Agreement, sets forth the appliances and equipment permitted for use within the unit. No additional appliances and or equipment shall be permitted for use within the unit without the prior written approval of the Landlord. All such additional uses, whether or not permitted by the Landlord, shall constitute excess utilities consumption and Tenant agrees to pay such excess utility charge as additional rent and in an amount as determined by the Landlord for use of such equipment or appliance. Charges for excess utility consumption shall be due and payable on the date stated on the notice of adverse action but not sooner than fourteen days after delivery of said notice.

14. **General Restrictions:** The Tenant must live in the unit and the unit must be the Tenant's only place of residence. Except as otherwise permitted pursuant to Paragraph 14C below, the Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Certification and Recertification of Tenant Eligibility. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. With the consent of the Landlord, a foster child or a live-in aide may reside in the unit.

A. The Tenant agrees not to:

- (1) sublet or assign the unit or any part of the unit;
- (2) use the unit for unlawful purposes or permit unlawful activities in the unit, in the common areas or the project grounds;
- (3) engage in or permit any member of the household, a guest, or another person under the Tenant's control, to engage in:
  - (a) Any activity, not just criminal activity, that threatens the health, safety or right to peaceful enjoyment of the Landlord's public housing premises by other residents or employees of the Landlord, or
  - (b) Any drug-related criminal activity on or off such premises, not just on or near such premises. (Drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance).
- (4) make or permit household members or guests to make noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of the radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.
- (5) have pets or animals of any kind in the unit without the prior written permission of the Landlord in accordance with the Landlord's Pet Policy.

B. Overnight guests are permitted for no more than seven (7) consecutive days without the prior written consent of the Landlord.

C. With the consent of the Landlord, members of the Tenant's household may engage in legal profit making activities in the dwelling unit, where the Landlord determines that such activities are incidental to primary use of the leased unit for residence by members of the household.

15. **Rules:** The Tenant agrees to obey the House Rules which are attachment number 3 to this Agreement. The Tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
- b. the Tenant receives written notice of the proposed rules at least 30 days before the rule is enforced.

**16. Redetermination of Rent, Dwelling Size & Eligibility:**

a. Once each year or as required by this Lease, Tenant agrees to furnish written, accurate information to Landlord as to family income, employment and composition for use by Landlord determining whether the rental should be changed and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the approved Statement of Policy and Income and Occupancy Limits, as well as all applicable Federal requirements, which are incorporated into this Lease by reference.

b. Rent will be based on total family income as defined in the Statement of Policy on Income and Occupancy, less allowable deductions and/or other controlling Federal regulations.

c. If any of the following changes occur, the Tenant agrees to advise the Landlord immediately:

- (1) any household member moves out of the unit;
- (2) a member of the household who was reported as unemployed on the most recent Certification or Recertification obtains employment.
- (3) Tenant commences or discontinues public assistance
- (4) the Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent.

d. When the Landlord redetermines the amount of rent payable by the Tenant (not including determination of the Landlord's schedule of Utility Allowances) or determines that the Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant that the Tenant may request an explanation of the specific grounds of the Landlord's determination. If the Tenant does not agree with the determination, the Tenant may request a hearing in accordance with the Landlord's grievance procedure.

e. In the event of any rent redetermination pursuant to the above the Landlord will mail or deliver "Rider to Lease Agreement" to Tenant. Rent decreases may be made effective immediately, but in any event, no later than the first of the month following the change of circumstance; rent increases will become effective the first of the second month following the month in which such change occurs, provided that the grievance procedure, if timely instituted, has been completed, except in the case of a rent increase resulting from a finding of intentional misrepresentation or of intentional failure to report a specified change in family circumstance under Section 16c. In the event of an intentional misrepresentation, or intentional failure to report a specified change in family circumstance, Tenant shall be required to pay all back charges during the period of misrepresentation under any term agreed upon by Tenant and Landlord.

f. Before Tenant's rent is changed the Landlord shall send Tenant a written "Rider to Lease Agreement" containing, in clear and understandable language, the following information:

- (1) The new rental amount and the date it will be effected.
- (2) The calculations upon which the Tenant's new rent is determined, which should include the amount of family income, family size and any other factors considered by the Landlord.
- (3) The Tenant's right to request a hearing under the grievance procedure if he/she disputes the redetermination.

**17. Tenant Obligation to Repay:** If the Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by Paragraph 16 of this Agreement, and as a result, is

charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse the Landlord for said undercharges.

18. **Size of Dwelling:** The Tenant understands that HUD requires the Landlord to assign units according to the family composition. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to move within 30 days after the Landlord notifies him/her that a unit of the required size is available within the project, provided that the Tenant has been afforded his/her rights pursuant to Paragraph 16d herein.

19. **Access of Landlord:** The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit only after receiving the Tenant's consent to do so, except when emergency situations make such notices impossible. Reasonable advance notice shall be considered as a written statement specifying the purpose of the entry delivered to the unit at least two days before such entry. If the Tenant is visually impaired, said notice must be in an accessible format.

a. The Tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections. A response to requests by Tenant for repairs and services would not require two days notice.

b. After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective Tenants during reasonable hours and to permit the Landlord to enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

c. In the event that the Tenant and all adult members of his/her household are absent from the premises at the time of entry, the Landlord shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

20. **Discrimination Prohibited:** The Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, handicap, membership in a class, such as unmarried mothers or recipients of public assistance, or because there are children in the family.

21. **Change in Rental Agreement:** The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term of a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended Agreement, the Landlord may require the Tenant to move from the project, as provided in Paragraph 22.

22. **Termination of Tenancy:**

a. To terminate this Agreement, the Tenant must give the Landlord 30 days written notice before moving from the unit. If the Tenant does not give the full 30 days notice, the Tenant shall be liable for rent up to the end of 30 days for which notice was required or to the date the unit is re-rented, whichever date comes first.

b. Any termination of the Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms, of this Agreement. The Landlord may terminate or refuse to renew this Agreement only for:

- (1) the Tenant's material noncompliance with the terms of this Agreement and attachments thereto;
- (2) the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;

- (3) Such change in household size or composition as to render inappropriate the Tenant's continued occupancy of the unit; or
- (4) Other good cause.

Material noncompliance includes, but is not limited to, nonpayment of rent or other charges due under the Agreement; failure to reimburse the Landlord in accordance with Paragraph 10 of this Agreement; repeated late payment of rents; permitting unauthorized persons to live in the unit; serious or repeated interference with the rights and quiet enjoyment of other Tenants; giving the Landlord false information regarding income or failing to report a change of income, employment, identity of household members or other factors considered in determining the Tenant's rent; and any activity, not just criminal activity, by the Tenant, any member of the household, a guest, or another person under the Tenant's control which threatens the health, safety or right to peaceful enjoyment of Landlord's premises by other residents or which is drug-related (as defined in Paragraph 14A(3)(b) of this Agreement) and takes place on or off such premises, not just on or near such premises.

c. Notices of Lease Termination: Notices of proposed termination must be given in accordance with any time frame set forth in State and Local law. Any HUD-required notice period may run concurrently with any notice period required by State or Local Law.

- (i) The Landlord shall give the Tenant written notice of termination of the lease of:
  - (1) 14 days in the case of failure to pay rent;
  - (2) a reasonable time considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other residents or Landlord's employees is threatened;
  - (3) 30 days in all other cases;
- (ii) The notice of lease termination to the Tenant shall (1) state the specific grounds for termination (2) inform the Tenant of the right to examine the Landlord's documents directly relevant to the termination (3) inform the Tenant of the Tenant's right to make such reply as the Tenant may wish and (4) inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's grievance procedure in such cases where the Landlord is required to afford the Tenant the opportunity for a grievance hearing.
- (iii) When the Landlord is required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice to vacate under State or Local Law has expired) until the time for the Tenant to request a grievance hearing has expired and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- (iv) When the Landlord is not required to afford the Tenant the opportunity for a hearing under the grievance procedure for a grievance concerning lease termination and the Landlord has decided to exclude such grievance from the Landlord's grievance procedure, the notice of lease termination shall (1) State that the Tenant is not entitled to a grievance hearing on the termination; (2) specify that the judicial eviction procedure to be used by the Landlord for eviction provides the opportunity for a hearing in Court that contains the basic elements of due process as defined in HUD regulations; and (3) state whether the eviction is for activity, not just criminal activity, as defined in Section 14A(3)(a) or for a drug-related criminal activity, as described in Section 14A(3)(b).

d. The Landlord may evict the Tenant from the unit only by bringing a Court action.

e. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by Paragraph c.

f. Eviction for criminal activity:

- (i) In deciding to evict for criminal activity, the Landlord shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, the Landlord may permit continued occupancy by remaining family and may impose a condition that family members who engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
- (ii) Notice to Post Office: When the Landlord evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post office serving that dwelling unit that such family is no longer residing in the dwelling unit. (The purpose hereof is to have delivery of mail for such persons terminate at the unit, so that such persons will not return to the premises for pick-up of mail). The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before a grievance hearing or Court trial concerning a termination of tenancy or eviction, any documents including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such document at the Tenant's expense. The notice of lease termination shall inform the Tenant of the Tenant's right to examine the Landlord's documents, records and regulations concerning such Tenant's termination of tenancy or eviction. If the Landlord fails to make such documents available for examination upon Tenant's request, the Landlord may not proceed with the eviction.

g. Notice of Landlord's Right of Reentry Into The Leased Unit: The Landlord reserves a right of reentry into the premises if the tenant breaches any term, condition, covenant or agreement contained in this lease.

h. Grievance Procedure: All disputes concerning the obligations of the Tenant or the Landlord shall (except as provided in Paragraph 22(c)(iv) of this Agreement) be resolved in accordance with the Landlord's grievance procedure, which is Attachment, number 4 of this Agreement.

23. **Hazards:** The Tenant shall not undertake, or permit his/her family or guests to undertake any hazardous acts or do anything that will increase the project's insurance premiums. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

24. **Notices:**

A. Adverse action:

- (1) Landlord shall notify the Tenant of the specific grounds for any proposed adverse action by the Landlord. (Such adverse action includes, but is not limited to, a proposed lease termination,

transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)

- (2) When the Landlord is required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action:
  - (a) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination a notice of lease termination in accordance with Paragraph 22c shall constitute adequate notice of proposed adverse action.
  - (b) In the case of a proposed adverse action other than a proposed lease termination the Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if, a hearing was timely requested by the Tenant) the grievance process has been completed.

B. Except as otherwise provided herein, any notice required hereunder will be sufficient if delivered in writing to the Tenant personally, or to an adult member of Tenant's family over 17 years old residing in the dwelling unit, and if after one attempt, personal service cannot be made, then service by certified mail, return receipt requested, properly addressed to Tenant postage prepaid. If the Tenant is visually impaired, said notice must be in an accessible format. Notice to the Landlord must be in writing and either delivered to the office of the Housing Authority of the County of Morris or sent to the Landlord certified mail.

**25. Posting of Policies, Rules and Regulations:** Schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the lease by reference shall be publicly posted in a conspicuous manner in the project office and shall be furnished to applicants and Tenants upon request. If any modifications are proposed the Landlord agrees to:

A. Provide at least a 30 day written notice to each affected Tenant. The notice will set forth the proposed modification, the reason for modification.

B. Provide the Tenant with an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modifications becoming effective.

C. A copy of such notice shall be:

- (1) delivered directly or mailed to each tenant; or
- (2) posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a similar central business location within the project.

**26. Accommodation of the Handicapped:** A handicapped person shall for all purposes under this Agreement be provided reasonable accommodation to the extent necessary to provide a handicapped person with an opportunity to use and occupy the unit in a manner equal to that of a non-handicapped person. This paragraph shall constitute notice, as required by 24 CFR, Section 966.7(b) that the Tenant may at any time during the term of the tenancy or any renewal thereof, request reasonable accommodation of a handicap in a household so that the Tenant can meet lease requirements or other requirements of tenancy.

**27. Waiver:** The failure of the Landlord or the Tenant to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes.

**28. Modifications of the Lease:** Any modification of this lease shall be accomplished by a written rider to the lease executed by both parties except for Paragraph 25 and Paragraph 16.

29. **Contents of this Agreement:** This Agreement and its Attachments make up the entire Agreement between the Tenant and the Landlord regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.

30. **Attachments to the Agreement:** The Tenant certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.

- a. Certification & Recertification of Tenant eligibility.
- b. Unit Inspection Report
- c. House Rules
- d. Grievance Procedure
- e. Reasonable Accommodation Policy
- f. Pet Policy
- g. Child Protection Window Guard Statement

31. **Disclosure:** The Housing Authority of the County of Morris is the owner of or agent for the lease premises. The Executive Director, whose name appears at the end of this lease, is the manager and is authorized to act by and on behalf of the Authority. The Housing Authority central office is located at 99 Ketch Road, Morristown, New Jersey 07960 and the phone number is (973) 540-0389.

32. **Community Service:** Each adult member of the Tenant's family shall be required to contribute eight (8) hours per month of community service (not including political activities) or participate in an economic self-sufficiency program for eight (8) hours per month. Following execution of this Agreement, the Landlord shall provide the Tenant with a detailed description of these requirements, an explanation of how exemptions will be verified, and a notice of the consequences of non-compliance. The Landlord must approve in advance each resident's planned activities to fulfill these requirements.

At least thirty (30) days prior to the expiration of each annual term, the Landlord shall review and determine the level of compliance with these requirements. If a non-exempt adult member of the Tenant's family is determined to be in non-compliance with these requirements, such non-compliant adult member and the head of household shall enter an agreement with the Landlord to make up such hours needed within the next 12 month period to cure the noncompliance. Continued non-compliance will result in the eviction of the entire Tenant family, unless the non-compliant family member is no longer a part of the household. Failure to comply with the requirements of this Paragraph 32 shall result in non-renewal of this Agreement at the end of the term in which the non-compliance occurs.

33. **Window Guards:** Upon written request of a tenant, the landlord is required by New Jersey state law to provide, install and maintain window guards in the apartment of any tenant who has a child or children 10 years of age or younger living in the apartment and to provide, install and maintain window guards in building hallways to which persons in the tenant's unit have access without having to go out of the building.

34.     **Signatures:**

TENANT	DATE
1. _____	_____
2. _____	_____
3. _____	_____
LANDLORD/Housing Authority County of Morris	
_____ Roberta L. Strater Executive Director	_____

October 2005



The PHA will complete a credit check on all applicants. **An applicant may be denied admissions because of credit history but the applicant may appeal the decision within ten (10) working days from the date of the denial letter providing justification for the appeal and requesting an informal review.**

**Applicants who have one or more of the following items on their credit report may be denied residency:**

- 1) Two (2) accounts which are currently over ninety (90) days.**
- 2) Three (3) accounts which are currently over sixty (60) days.**
- 3) Two (two) accounts currently over sixty (60) days and one account over ninety (90) days.**
- 4) Four (4) or more accounts which are currently over thirty (30) days.**

**In the event of bankruptcy, credit, if any, established since the date of bankruptcy will be considered. Explanations and bankruptcy documents must be provided.**

**In reviewing the case, the Authority may consider documented mitigating circumstances which are no longer in effect or are under control and the applicant's prospect for lease compliance is favorable.**

The PHA shall rely upon sources of information which may include, but not be limited to, PHA records, personal interviews with the applicant or tenant, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians or the police department, and home visits for persons who have had negative landlord reference(s) for poor housekeeping habits.

This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.

The PHA will complete a home visit at the current residence of all applicants who have had landlord verifications returned to the PHA with unfavorable comments concerning their housekeeping habits. Applicants shall have at least two working days advance written notice of home visits.

# **HOUSING AUTHORITY OF THE COUNTY OF MORRIS**

## **REASONABLE ACCOMMODATION POLICY AND PROCEDURES**

### **POLICY STATEMENT**

The Housing Authority is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operation of the Authority's programs, services and activities. Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification to a Housing Authority policy, the Authority will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program; or an undue financial and administrative burden. In such case, the Housing Authority will make another accommodation that would not result in a financial or administrative burden.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

The Housing Authority will post a copy of this Reasonable Accommodation Policy and Procedures in the Central Administrative Offices located at 99 Ketch Road, Morristown, N.J. In addition, individuals may obtain a copy of this Reasonable Accommodation Policy and Procedures, upon request, from the Authority's Section 504/ADA Coordinator.

### **LEGAL AUTHORITY**

The Authority is subject to Federal civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations. See Section 504 of the Rehabilitation Act of 1973 (Section 504)<sup>1</sup>; Title II of the Americans with Disabilities Act of 1990 (ADA)<sup>2</sup>; the Fair Housing Act of 1968, as amended (Fair Housing Act)<sup>3</sup>; the Architectural Barriers Act of 1968<sup>4</sup>, and the respective implementing regulations for each Act.

### **MONITORING AND ENFORCEMENT**

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<sup>1</sup> 29 U.S.C. § 794; 24 C.F.R. Part 8.

<sup>2</sup> 42 U.S.C. §§ 12101 *et. seq.*

<sup>3</sup> 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100.

<sup>4</sup> 42 U.S.C. §§ 4151-4157.

The Authority's Section 504/ADA Coordinator is responsible for monitoring the Authority's compliance with this Policy. Individuals who have questions regarding this policy, its interpretation or implementation should contact the Authority's Section 504/ADA Coordinator in writing, by telephone, or by appointment, as follows:

**Lucille A. Favale**  
**99 Ketch Road**  
**Morristown, NJ 07960**  
**(973) 540-0389**  
**FAX: (973) 540-1914**

### **STAFF TRAINING**

The Section 504/ADA Coordinator will ensure that all appropriate Housing Authority staff receive annual training on the Reasonable Accommodations Policy and Procedures, including all applicable Federal, state and local requirements regarding reasonable accommodation.

### **REASONABLE ACCOMMODATION**

A person with a disability may request a reasonable accommodation at any time during the application process, residency in public housing, or participation in the Housing Choice Voucher Program of the Authority. The individual, Housing Authority staff or any person identified by the individual, must reduce all requests to writing.

Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

### **APPLICATION OF REASONABLE ACCOMMODATION POLICY**

The Reasonable Accommodation Policy applies to individuals with disabilities in the following programs provided by the Authority:

- (a) Applicants of public housing;
- (b) Applicants of Housing Choice Voucher Program;
- (c) Residents of public housing developments
- (d) Participants of the Housing Choice Voucher Program; and
- (e) Participants in all other program or activities receiving Federal financial assistance that are conducted or sponsored by the Authority, its agents or contractors including all non-housing facilities and common areas owned or operated by the Authority.

## **PERSON WITH A DISABILITY**

A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities. As used in this definition, the phrase “physical or mental impairment” includes:

- (a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems; Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment”, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning.

The definition of disability does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the public housing program or activities; or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

## **EXAMPLES OF REASONABLE ACCOMMODATIONS**

Examples of reasonable accommodations may include, but are not limited to:

- (a) Making a unit, part of a unit or public and common use elements accessible for the head of household or a household member with a disability who is on the lease;
- (b) Permitting a family to have a service or assistance animal necessary to assist a family member with a disability;
- (c) Allowing a live-in aid to reside in an appropriately sized Authority unit;
- (d) Transferring a resident to a larger size unit to provide a separate bedroom for a person with a disability.
- (e) Transferring a resident to a unit on a lower level or a unit that is completely on one level;
- (f) Making documents available in large type, computer disc or Braille;
- (g) Providing qualified sign language interpreters for applicant or resident meeting with Authority staff; or at resident meetings

- (h) Installing strobe type flashing lights; and other such equipment for a family member with a hearing impairment;
- (i) Permitting an outside agency or family member to assist a resident for an applicant in meeting screening criteria or meeting essential lease obligations;
- (j) Permitting requests for extensions of Housing Choice Vouchers if there is a difficulty in locating a unit with suitable accessible features or otherwise appropriate for the family; and
- (k) As a reasonable accommodation for a family member with a disability, approving a request for exception payment standard amounts under the Housing Choice Voucher Program in accordance with 24 C.F.R. §§ 8.28 and 982.504 (b)(2).

### **PROCESSING OF REASONABLE ACCOMMODATION REQUESTS**

The Housing Authority will provide the “Request for Reasonable Accommodation”, (“Request Form”), attached hereto, to all applicants, residents or individual with disabilities who request a reasonable accommodation. The Reasonable Accommodation Request Form includes various forms of reasonable accommodations as well as the general principles of reasonable accommodation.

Individuals may submit their reasonable accommodation request(s) in writing, orally, or by any other equally effective means of communication. However, the PHA will ensure that all reasonable accommodation requests will be reduced to writing. If needed as a reasonable accommodation, the Authority will assist the individual in completing the Request Form.

- (a) The Authority will provide all applicants with the Request Form as an attachment to the Authority application. The Request for Reasonable Accommodation Form must be provided in an alternative format, upon request.
- (b) Reasonable Accommodations will be made for applicants during the application process. All applications must be taken in an accessible location. Applications will be made available in accessible formats. The Authority will provide applicants with appropriate auxiliary aids and services, including qualified sign language interpreters and readers, upon request.
- (c) The Authority will provide all residents with the Request Form during the annual re-certification, and upon request. The Authority will provide the Request Form in an alternate form, upon request.
- (d) Residents seeking accommodation(s) may contact the housing management office, including office of private management companies acting on behalf of the Authority. In addition, residents may also contact the Section 504/ADA Coordinator’s office directly to request the accommodation(s).

- (e) Within seven (7) business days of receipt, the Authority office or the private management company will forward the resident's reasonable accommodation request(s) to the Office of the Section 504/ADA Coordinator.
- (f) Within twenty (20) business days of receipt, the office of the Section 504/ADA Coordinator, or the resident's regional or management office will respond to the Resident's Request.
- (g) If additional information or documentation is required, the Section 504/ADA Coordinator's Office will notify the resident, in writing, of the need for the additional information or documentation. The Section 504/ADA Coordinator's Office will provide the resident with the "Request for Information or Verification Form", a copy of which is attached. The written notification should provide the resident with a reply date for submission of the outstanding information or documentation.
- (h) Within thirty (30) business days of receipt of the request and, if necessary, all supporting documentation, the Authority will be provide written notification to the resident of its decision to approve or deny the resident's request(s). Upon request, the written notification will provided in an alternate format. A copy of the "Letter Denying Request for Reasonable Accommodation(s)" and "Letter Approving Request for Reasonable Accommodations(s) are attached.
- (i) If the Authority approves the accommodation request(s), the resident will be notified of the projected date for implementation.
- (j) If the accommodation is denied, the resident will be notified of the reasons for denial. In addition, the notification of the denial will also provide the resident with information regarding the Authority's HUD approved Grievance Procedures.
- (k) All recommendations that have been approved by the ADA/504 Coordinator will be forwarded to the appropriate housing manager for implementation. All requests for reasonable accommodation that are approved by the housing manager will promptly be implemented or begin the process of implementation.

### **VERIFICATION OF REASONABLE ACCOMMODATION REQUEST**

The Housing Authority may request documentation of the need for a Reasonable Accommodation as identified on the Request for Reasonable Accommodation Form. In addition, the Authority may request that the individual provide suggested reasonable accommodations.

The Authority may verify a person's disability only to the extent necessary to ensure that individuals who have requested a reasonable accommodation have a disability-based need for the requested accommodation.

However, the Authority may not require individuals to disclose confidential medical records in order to verify a disability. In addition, the Authority may not require specific details regarding the individual's disability. The Authority may only request documentation to confirm the disability-related need(s) for the requested reasonable accommodation(s). The Authority may not require the individual to disclose the specific disability(ies); or the nature or extent of the individual's disability(ies).

The following may provide verification of a resident's disability and the need for the requested accommodation(s):

- (a) Physician;
- (b) Licensed health professional;
- (c) Professional representing a social service agency; or
- (d) Disability agency or clinic.

Upon receipt, the resident's Property Manager, including private management companies operating on behalf of the Authority's, will forward the recommendation, including all supporting documentation, to the Authority's Section 540/ADA Coordinator within seven (7) days of receipt.

### **DENIAL OF REASONABLE ACCOMMODATION REQUEST(S)**

Requested accommodations will not be approved if one of the following would occur as a result:

- (a) A violation of State and/or federal law;
- (b) A fundamental alteration in the nature of the Authority's public housing program;
- (c) An undue financial and administrative burden on the Authority;
- (d) A structurally infeasible alteration; or
- (e) An alteration requiring the removal or alteration of a load-bearing structural member.

### **TRANSFER AS REASONABLE ACCOMMODATIONS**

The Authority shall not require a resident with a disability to accept a transfer in lieu of providing a reasonable accommodation. However, if a public housing resident with a disability requests dwelling unit modifications that involve structural changes, including but not limited to widening entrances, rooms, or hallways, and there is a vacant, comparable, appropriately sized UFAS-compliant unit in that resident's complex or an adjacent complex, the Authority may offer to transfer the resident to the vacant unit in his/her complex or adjacent complex in lieu of providing structural modifications.

However, if that resident rejects the proffered transfer or voucher, the Authority shall make modifications to the resident's unit unless doing so would be structurally impracticable or would result in an undue financial and administrative burden.

If the resident accepts the transfer, the Authority will work with the resident to obtain moving expenses from social service agencies or other similar sources. If that effort to obtain moving expenses is unsuccessful within thirty (30) days of the assignment of the dwelling unit, the Authority shall pay the reasonable moving expenses, including utilities fees and deposits. Nothing contained in this paragraph is intended to modify the terms of the Authority's Tenant and Assignment Plan and any resident's rights thereunder.

#### **HOUSING CHOICE VOUCHER AS REASONABLE ACCOMMODATION**

- (1) When issuing a voucher as an accommodation, the Authority must include a list of current available accessible units known to the Authority, upon request. The Authority will also provide search assistance. The Authority may also partner with a qualified local disability organization to assist the resident or applicant with the search for available, accessible housing. See 24 C.F.R. §8.28.
- (2) Extensions beyond the maximum term of one hundred eighty (180) days are available as a reasonable accommodation to eligible individuals with disabilities. These extensions are subject to documentation that a diligent effort to locate a unit has been conducted considering any impediments to searching because of a family member's disability.
- (3) The Authority may, if necessary as a reasonable accommodation for an individual with a disability, approve a family's request for an exception payment standard amount under the Housing Choice Voucher Program so that the program is readily accessible to and usable by individuals with disabilities. See 24 C.F.R. §§8.28 and 982.504(b)(2).
- (4) Upon request by an applicant, participant or their representative, the Authority will ask the HUD Field Office for an exception payment standard up to 120% of the Fair Market Rent (FMR). However, the applicant, participant or the representative, must provide documentation of the need for the exception payment standard to the Authority.
- (5) In exceptional cases, the Authority may ask the Assistant Secretary for Public and Indian Housing of HUD for an exception payment standard amount over 120% of the FMR, provided the applicant, participant or the representative provides the appropriate supporting documentation.



## **SERVICE OR ASSISTANCE ANIMALS**

Residents of the Authority with disabilities are permitted to have assistance animals, if such animals are necessary as a reasonable accommodation for their disabilities. The Authority residents or potential residents who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy. Assistance animals are not subject to the requirements of the Authority's Pet Policy.

## **RIGHT TO APPEAL/GRIEVANCE PROCESS**

- (1) The public housing applicant or resident may file a complaint in accordance with the Authority's HUD-approved Grievance Procedure following a formal determination by the Authority's ADA/504 Coordinator.
- (2) The Housing Choice Voucher Program participant and applicant complainant may file a complaint in accordance with the Authority's HUD-Approved Grievance Procedure following a formal determination by the Authority's ADA/504 Coordinator.
- (3) An applicant or resident may, at any time, exercise their right to appeal a Housing Authority decision through the local HUD office of the U.S. Department of Justice. Individuals may contact the local HUD office at:

U.S. Department of Housing and Urban Development  
Newark Office  
One Newark Center, 13<sup>th</sup> Floor  
Newark, NJ 07102  
Telephone: (973) 622-7900  
Facsimile: (973) 645-6239

**Streamlined PHA Plan  
PHA Certifications of Compliance**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

Resolution 2006-23

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:  
Board Resolution to Accompany the *Streamlined Annual PHA Plan***

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the streamlined Annual PHA Plan for PHA fiscal year beginning 1/1/2007, hereinafter referred to as the Streamlined Annual Plan, of which this document is a part and make the following certifications, agreements with, and assurances to the Department of Housing and Urban Development (HUD) in connection with the submission of the Streamlined Plan and implementation thereof:*

1. The streamlined Annual Plan is consistent with the applicable comprehensive housing affordability strategy (or any streamlined Plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, and provided this Board or Boards an opportunity to review and comment on any program and policy changes since submission of the last Annual Plan.
3. The PHA made the proposed streamlined Annual Plan, including policy and program revisions since submission of the last Annual Plan, and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the streamlined Plan and invited public comment.
4. The PHA will carry out the streamlined Annual Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
5. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
6. For streamlined Annual Plans that include a policy or change in policy for site-based waiting lists:  
The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(b)(2).
7. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
8. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
9. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
10. The PHA has submitted with the streamlined Plan a certification with regard to a drug-free workplace required by 24 CFR Part 24, Subpart F.
11. The PHA has submitted with the streamlined Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105( a).
14. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.

17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.

18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).

19. The PHA will undertake only activities and programs covered by the streamlined Annual Plan in a manner consistent with its streamlined Annual Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its streamlined Plan.

20. All certifications and attachments (if any) to the streamlined Plan have been and will continue to be available at all times and all locations that the PHA streamlined Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the streamlined Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its streamlined Annual Plan and will continue to be made available at least at the primary business office of the PHA.

21. The PHA certifies that the following policies, programs, and plan components have been revised since submission of its last Annual PHA Plan (check all policies, programs, and components that have been changed):

- ☐ 903.7a Housing Needs
- ☐ 903.7b Eligibility, Selection, and Admissions Policies
- ☐ 903.7c Financial Resources
- ☐ 903.7d Rent Determination Policies
- ☐ 903.7h Demolition and Disposition
- ☐ 903.7k Homeownership Programs
- ☐ 903.7r Additional Information
  - ☐ A. Progress in meeting 5-year mission and goals
  - ☐ B. Criteria for substantial deviation and significant amendments
  - ☐ C. Other information requested by HUD
    - ☐ 1. Resident Advisory Board consultation process
    - ☐ 2. Membership of Resident Advisory Board
    - ☐ 3. Resident membership on PHA governing board

22. The PHA provides assurance as part of this certification regarding its streamlined annual PHA Plan that:

(i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;

(ii) The changes were duly approved by the PHA board of directors (or similar governing body); and

(iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.

Housing Authority

County of Morris

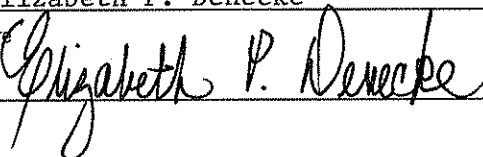
NJ092

PHA Name

PHA Number

Streamlined Annual PHA Plan for Fiscal Year: 2007

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Elizabeth P. Denecke	Chairman
Signature X 	Date October 11, 2006

# Certification for a Drug-Free Workplace

U.S. Department of Housing  
and Urban Development

Applicant Name

Housing Authority County of Morris

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

34-36 Calais Road, Randolph, Morris County, NJ 07869

Franklin/Bennett Avenue, Randolph, Morris County, NJ 07869

221 Mt. Pleasant Avenue, Rockaway Township, Morris County, NJ 07801

39 Green Pond Road, Rockaway, Morris County, NJ 07866

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Roberta L. Strater

Title

Executive Director

Signature

Date

X

10/11/2006

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Applicant Name

Housing Authority County of Morris

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

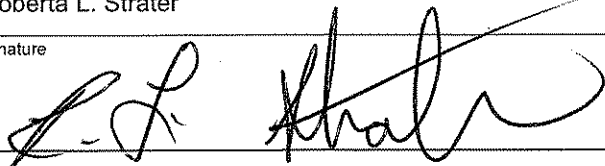
Name of Authorized Official

Roberta L. Strater

Title

Executive Director

Signature



Date (mm/dd/yyyy)

10/11/2006

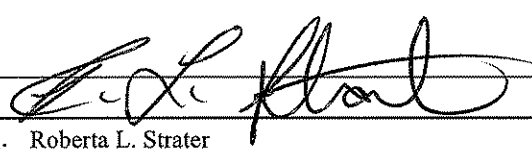
# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Housing Authority County of Morris 99 Ketch Road Morristown, NJ 07960 Congressional District, if known: 11th			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:		
<b>6. Federal Department/Agency:</b> US Dept. of HUD			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ 390,924		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):  No lobbying activities at this Housing Authority.			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  <div style="text-align: right;">         Signature: _____        Print Name: Roberta L. Strater        Title: Executive Director        Telephone No.: (973) 540-0389      Date: 10/11/2006     </div>		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.					
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**Certification by State or Local Official of PHA Plans Consistency with  
the Consolidated Plan**

I, Cheryl A. Bartow the Director, Community Development certify  
that the Five Year and Annual PHA Plan of the Morris County Housing Authority is  
consistent with the Consolidated Plan of County of Morris prepared  
pursuant to 24 CFR Part 91.

Cheryl Bartow  
(hw)

Signed / Dated by Appropriate State or Local Official